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ORIGINAL

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

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BOB STUMP

AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission

DOCKETED

APR 10 2009

DOCKETED BY

IN THE MATTER OF THE FORMAL
COMPLAINT AGAINST MOHAVE
ELECTRIC COOPERATIVE, INC.
FILED BY ROGER AND DARLENE
CHANTEL.

DOCKET NO. E-O1750A-09-0149

RESPONSE TO FORMAL COMPLAINT
AND MOTION TO DISMISS COMPLAINT

Pursuant to Arizona Administrative Code ("A.A.C.") R14-3-106 H., Mohave Electric Cooperative, Inc. ("Mohave") responds to the Formal Complaint ("2009 Formal Complaint") brought by Roger Chantel and Darlene Chantel and moves for the dismissal of said Complaint for the reason that it is repetitive of previously filed complaints which the Commission has dismissed or denied relief, and it fails to state any grounds upon which relief can be granted. Mr. and Mrs. Chantel are no strangers to the Arizona Corporation Commission ("ACC") through frivolous complaints being filed over the years against Mohave. In each instance, the ACC has absolved Mohave of any wrongdoing and has always found Mohave to be acting in accordance with its rules and tariffs.

BACKGROUND

The Chantels previously filed an informal complaint on September 30, 2008 (the "2008 Informal Complaint" - Exhibit A) for the same factual issues that form the basis for the 2009 Formal Complaint. The 2008 Informal Complaint resulted in a four-page report (the

1 "Olea Report" – Exhibit B) being prepared and filed on November 5, 2008 by Steven Olea of
2 Staff, exonerating Mohave of any wrongdoing.

3 Subsequently, on January 6, 2009, the Chantels filed a Petition for Writ of
4 Mandamus¹ (the "Petition" – Exhibit C) in Mohave County Superior Court, which was
5 dismissed by Judge Chavez through an order granting Mohave's Motion to Dismiss with an
6 award of attorneys' fees to Mohave.
7

8 It is difficult to respond to the 2009 Formal Complaint because the Complaint
9 is composed mostly of disjointed, non-factual allegations derived from prior complaints that
10 are based on emotion. Accordingly, Mohave presents a chronology below of what are
11 believed to be uncontested facts. Mohave then addresses the essence of the Chantels'
12 allegations.
13

14 FACTS

15 In the summer of 2008, Mr. Chantel started the construction of a 6,240 square
16 foot concrete building on his property, and when asked by the Planning and Zoning
17 Department Staff of Mohave County to apply for a building permit, he stated that the building
18 was "art work" and refused to submit a building permit application. See, paragraph 2 of
19 Exhibit B, the Olea Report.
20

21 On or about September 12, 2008, the Planning and Zoning Department of
22 Mohave County issued a letter to Mohave instructing Mohave to immediately de-energize the
23

24
25 ¹ The Petition and the 2008 Informal Complaint and the 2009 Formal Complaint all are based
on the identical facts. However, the Chantels have managed to put a different spin on the facts
for each document they have recently filed.

1 electric line directly over the building constructed by Chantel because of clearance violations.
2 See, Olea Report, Exhibit B.

3 The Report also indicates that the Chantels had conferences with both the
4 County and Mohave Electric and still ignored the reasonable request for the dismantling of
5 the Art Building (which was too close to the power lines and was also an obstruction in
6 Mohave's easement beneath the power lines). See Exhibit B.

8 Because of its legitimate code and other concerns of the County, the Planning
9 and Zoning Department of Mohave County instructed Mohave, on September 12, 2008, to de-
10 energize the line providing electrical service to the Petitioners' property. However, because
11 the power line was also used to serve a railroad signal for the railroad line, it was necessary
12 for Mohave to re-route the line, all at a cost of approximately \$12,000. See, Olea Report,
13 Exhibit B.

15 The Report indicates the real issue resulting in the de-energizing of the power
16 line to the Petitioners' property was an issue of construction permitting between the Chantels
17 and the County Planning and Zoning Department. County personnel advised the Chantels
18 that if they did not dismantle the structure on their property, their electric service might
19 require termination for reasons the County articulated. See last paragraph of the Olea Report
20 – Olea Report, Exhibit B.

22 The Olea Report dismissed the 2008 Informal Complaint and concluded that
23 the Chantels had adequate notice and cause existed for the de-energizing of the power line
24 servicing the Chantel residence. The Olea Report further concluded that the Chantels could
25 have prevented the loss of electric power to their property by obeying the instructions of the

1 Mohave County Planning and Zoning Department. See, Exhibit B.

2 Mohave confirmed by written correspondence to the Chantels that Mr. Chantel
3 never advised Mohave (before the service disconnect) of any medical conditions that required
4 continuous electric service without disruption. Mohave maintains a medical condition list in
5 the event that blackouts occur. See, Exhibit C.

6
7 After Staff affirmed the propriety of the actions of Mohave regarding the
8 Chantel's "Art Building" (the unstable concrete structure), the Petitioner Chantels filed a
9 lawsuit requesting the Mohave County Superior Court to issue a writ of mandamus against
10 Mohave for reconnection of electric service. See Exhibit C.

11
12 The Chantels allege that Mohave's distribution line running along the southern
13 boundary of their property was "sagging." Mohave denies that allegation. Its distribution line
14 meets industry standards.

15 Mohave admits that it was permitted to build an "alternative extension line"
16 around the Chantels' property in order to continue service a nearby railroad signal device to
17 the side of the railroad tracts without the distribution line being subject to the risks created by
18 the Chantels.

19
20 Mohave admits that it billed the Chantels \$12,135.09 for the cost to reroute the
21 distribution line. Staff, in the Olea Report, found no improper conduct by Mohave.

22 Regarding Mr. Chantels' medical condition, he admits he operates and runs his
23 medical equipment with generators. Since the Chantels have never denied capability and they
24 have the financial wherewithal to pay Mohave the rerouting costs of the power line (required
25

1 under A.A.C. R14-2-211), Mr. Chantel must continue to use a generator to run his medical
2 equipment until the costs are paid.

3 Subsequent to the County action, Mohave admits it had additional
4 communication with the Chantels to advise them that the "Art Building" obstructed the
5 Cooperative easement and created a clearance issue that had to be remedied.
6

7 As a result of the passage of time, Mohave has a prescriptive utility easement for
8 its electric distribution line east of Kingman across the southern boundary of the Chantels'
9 property (the Chantels live along Route 66 east of Kingman in Mohave County, Arizona)
10 dating from around the middle of the 20th century.
11

12 Mohave denies that, in rerouting its distribution line around the Chantels'
13 obstructing "Art Building", it engaged in any action other than to protect the public from the
14 dangers caused by the "Art Work" structure and asserts that all actions of the utility are in
15 compliance with industry practices and standards, and its tariffs.

16 CHANTELS' ALLEGATIONS (FROM THEIR "LEGAL ISSUES AND FACTS")
17

18 1. Mohave admits that the Chantels constructed an unstable concrete building
19 directly beneath Mohave's lines and obstructing its easement, which building was in
20 Mohave's easement.

21 2. Mohave admits that the "Art Building" structure Mr. Chantel started to build
22 was in the prescriptive easement held by Mohave. Although not recorded, the prescriptive
23 easement exists under A.R.S. §12-526. Mohave admits that its prescriptive easement is not
24 recorded and affirmatively alleges it need not be recorded.
25

1 3. Mohave admits that the Art Building exists and was built in violation of the
2 National Electric Safety Code for clearances under Mohave's 14,400 Kv distribution line.

3 4. Mohave denies that the industry clearance for the 14,400 Kv line in question is
4 only 10.5 feet. In pleadings filed with the Mohave County Superior Court (Argument for
5 Issuance of Writ of Mandamus), the Chantels acknowledged that the distribution line in
6 question was a 14,400 Kv line, which requires a clearance in excess of what existed. The
7 Chart to which the Chantels refer does not even address the clearance requirement for such a
8 voltage line.
9

10 5. Mohave denies that the 14,400 Kv line violated any industry standards. The
11 Chantels fail to specifically allege what industry standard they believe was violated.
12

13 6. Mohave admits that it believed the County conclusion that the Chantel Art
14 Building did not have adequate clearance below Mohave's distribution line and violated
15 industry clearance standards.

16 7. Mohave denies it violated any administrative rules by not reconnecting the
17 Chantels unless they paid the costs of the realignment of the 14,400 Kv line. As Steven Olea
18 points out in the ACC Report, A.A.C. R14-2-206(C)(2) authorized Mohave to abate a safety
19 issue (determined by the County); R14-2-211 only applies when the electric customer is
20 unable to pay, which is not the case with the Chantels; and A.A.C. R14-2-211(B)(2)
21 authorizes a utility to not restore electricity until the conditions causing the disconnection are
22 corrected (conformance with County and safety requirements).
23

24 8. Mohave denies that it violated R14-2-211D for notice because there was a
25 public safety issue (as Steven Olea points out in the Report);

1 9. See, #8; and

2 10. Mohave did not violate any code of conduct. At all times, its employees were
3 professional and encouraged the Chantels to abate the clearance violations and to comply with
4 building codes.

5
6 CHANTELS' ALLEGATIONS REGARDING MOHAVE'S DISCONNECT

7 Paragraphs 1 - 6. All of the Chantels' allegations regarding Mohave's disconnect are
8 not based in fact but merely based on unsupportable argument.

9 CHANTELS' ALLEGATIONS ON DAMAGES

10 Paragraphs 1 - 9. The Chantels' allegations of damages are not based on actual,
11 demonstrable wrongdoing by Mohave; rather, the Chantels' allegations of damages are a
12 result of their failure to pay for the remediation costs to abate and correct the circumstances
13 they created when they foolishly constructed a 6,240 square foot unstable concrete building
14 under a high voltage electric distribution line.

15
16 MOTION TO DISMISS

17 In recognition of the case law requirement that a motion to dismiss for failure to
18 state a cause of action admits the truth of all material allegations of the non-moving party,
19 Mohave accepts the following summary of Chantels' allegations (as erroneous as they are)
20 solely for the purpose of demonstrating that the Chantels have not alleged any grounds on
21 which the ACC should act.

- 22
23 1. The Chantels contend that Mohave's power lines were "sagging" but
24 provide no specificity as to what was "sagging" and what criteria was
25 allegedly being violated;

2. The Chantels contend that Mohave does not have easements where its distribution voltage lines are located (an issue over which the ACC has no jurisdiction);
3. The Chantels contend that there was adequate clearance for their structure without even citing the industry clearance requirements for a 14,400 Kv distribution voltage line;
4. The Chantels admit the County told them the electric service would be terminated but contend that they did not receive "legal notice" of Mohave's decision to disconnect them from Mohave's distribution lines but do not demonstrate that such disconnection was not based on County requirements and safety issues where no notice would be required; and
5. The Chantels contend that Mohave made misrepresentations regarding whether the Chantels' Art Building was in violation of clearance requirements under industry standards and incorrectly allege the standard.

Not one of the foregoing allegations provides any basis in the ACC Rules for the ACC to take action against Mohave. Without properly alleging and demonstrating wrongdoing by Mohave under the ACC Rules and Regulations, the Chantels are not entitled to have a hearing.

Preclusion principles can also be applied in this matter to dismiss the Chantels' frivolous Complaint. The doctrines of *res judicata* (claim preclusion) and collateral estoppel (issue preclusion) may "apply to decisions of administrative agencies acting in a quasi-judicial capacity." *Smith v. Cigna HealthPlan of Arizona*, 203 Ariz. 173 (App.Div.2 2002); *Hawkins v. State*, 183 Ariz. 100, 900 P.2d 1236 (App. 1995). Under *res judicata*, a judgment on the merits in a prior suit involving the same parties bars a second suit based on the same cause of action. *Chaney Building Company v. City of Tucson*, 148 Ariz. 571, 716 P.2d 28 (1986). *Res judicata* has application here because there has already been a ruling on the

1 Chantels' claims in the Mohave County Superior Court proceeding and on account of the
2 analytically written Report where the Chantels were explained the shortcomings of each of
3 their allegations.

4 At this point it must be asked, what additional information can the Chantels
5 present to "buttress" the vague, irrelevant allegations already made that do not rise to the
6 level of being legitimate claims. While the Chantels are entitled to their "day in court" when
7 making legitimate claims, they should only be able to have a hearing by alleging coherent,
8 factually sound statements that can give rise to some form of relief. Here, the Chantels are
9 not entitled to any form of relief from the ACC.
10

11 All of the Chantels' allegations not specifically denied in this Response are
12 hereby denied.
13

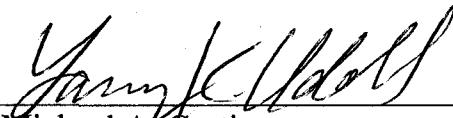
14 CONCLUSION

15 The Chantels have a remarkable history before the ACC of seeking to
16 circumvent approved rules and procedures in order to get something for nothing at the expense
17 of other rate payers. They have not alleged grounds on which the ACC should affirmatively
18 give relief. They foolishly constructed an unstable concrete building in violation of County
19 code inside a Mohave easement under Mohave's distribution voltage line along Highway 66
20 east of Kingman. The Art Building violates industry standards for clearance and is an
21 impediment in the utility easement. All of Mohave's actions have been appropriate.
22

23 Accordingly, Mohave respectfully requests that its Motion to Dismiss the
24 Chantels' claim be granted and all requested relief be denied.
25

1 DATED this 10th day of April, 2009.

2 CURTIS, GOODWIN, SULLIVAN,
3 UDALL & SCHWAB, P.L.C.

4 By: 
5 Michael A. Curtis
6 Larry K. Udall
7 501 East Thomas Road
8 Phoenix, Arizona 85012-3205
9 Attorneys for Mohave Electric
10 Cooperative, Inc.

11 PROOF OF AND CERTIFICATE OF MAILING

12 I hereby certify that on this 10th day of April, 2009, I caused the foregoing
13 document to be served on the Arizona Corporation Commission by delivering the original and
14 thirteen (13) copies of the above to:

15 Docket Control
16 Arizona Corporation Commission
17 1200 West Washington
18 Phoenix, Arizona 85007

19 COPY of the foregoing hand delivered
20 this 10th day of April, 2009 to:

21 Lyn Farmer, Chief Hearing Officer
22 Arizona Corporation Commission
23 1200 West Washington
24 Phoenix, Arizona 85007

25 Janice Alward, Legal Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007


1234/-7/44-1/Pleadings/RESPONSE 2 COMPLAINT

EXHIBIT A

Note: John Williams has
complete file on
Chantel

ARIZONA CORPORATION COMMISSION
UTILITY COMPLAINT FORM

Investigator: Richard Martinez

Phone: (520) 628-6556

Fax: (520) 628-6559

Priority: Respond Within Five Days

Complaint No. 2008 - 71811

Date: 9/30/2008

Complaint Description: 06Z Disconnect/Terminations - Other
N/A Not Applicable

Complaint By: First: Roger Last: Chantel

Account Name: Roger Chantel

Home: (000) 000-0000

Street: 10001 E. Hwy 66

Work: (000) 000-0000

City: Kingman

CBR:

State: AZ Zip: 86401

is:

Utility Company: Mohave Electric Cooperative, Inc.

Division: Electric

Contact Name: Paula Griffes

Contact Phone: (928) 758-0520

Nature of Complaint:

***** (Reference Inquiry # 71469) *****

Received the following correspondence:

September 24, 2008

Roger Chantel
10001 E. Hwy 66
Kingman, AZ 86401

Arizona Corporation Commission Complaint Department
1200 1W. Washington St.
Phoenix, AZ 85007

Re: EMERGENCY REQUEST

Mohave Electric Cooperative (MEC) placed power lines over my property without a right-of-way. That is one problem. The unsafe problem is that MEC placed their poles approximately 694 feet apart. The normal placement is about 300 Feet apart. What is happening is that the long span is causing the lines to have a large sag in them and the poles are starting to bend. The older they get the greater chance they have of failing and causing some major damage or killing a member of my family. I took this matter into my own hands by designing a functional piece of art work that is made out of concrete and placed it on my property to take up slack if the line every felt down. This art work was placed on my property in such a location that it could prevent the line from moving on to my equipment destroying some of my future projects as well as destroying my green house. MEC's higher management got mad at me for trying to prevent damage to my property. They claimed that my art work was not in compliance with the National Electric Safety Code. If that was true the solution could have been corrected by putting a pole in the middle of the 694 feet and raising the lines to comply with what they claimed was wrong. Instead they turned vindictive toward me and joined someone in Mohave County and

ARIZONA CORPORATION COMMISSION
UTILITY COMPLAINT FORM

claimed that my art work was a building, MEC's management turned off my electricity. They claimed that they we re requested by the planning department to do so. They did not notify me that they were turning off my electricity. The planning and zoning did not give me written notice that they were requesting MEC to turn off my electricity. If MECs actions were inside of the law they should be able to supply a letter from Mohave County requesting that my service at 10001 E. Hwy 66 Kingman, AZ be disconnected. They should be able to supply you with this letter within 24 hours from request. If they fail to provide a letter stating that Mohave County requested they turn off my electricity, one can only conclude that MEC turned off my power because they were mad at me. I am asking you to issue an order to turn my electricity back on at my place of residence, I believe that their action was intended to be malicious and they want to do harm to me. They stated in a letter to me that I had to pay them for the money they spent to reroute power around my property before they would re-hook up electricity to my house.

Never once in seven years with MEC have I ever been late on my payment.. By MEC turning off the electricity to my place of residence, it has caused my wife and I great hardships. Our water pump cannot run without electricity, so we have to find a way to get water to cook, clean, shower, flush toilets, water all of our fruit trees and vegetable garden plus our animals' watering dish will not fill automatically. All of this could cause death to the plants, animals and it could cause sanitation and health problems. I have a medical condition known as Sleep Apnea, which requires that I use a C-Pap machine during sleep. Without electricity I can't use my machine. If this machine is not used during sleep, my breathing stops and this could result in possible organ failure or even death.

I need your help getting me electricity turned back on. If MEC refuses to turn my electricity back on, then it should be the Commission's responsibility to require MEC to bring their lines into some kind of safety standard of only having 300 feet between poles. I will be out of the country until the 14th of October and I would like to have my electricity up and running by that date. I pray you can do something regarding MEC's malicious mistreatment to its customers. Maybe you need to turn parts of MEC's territory over to another utility company.

Respectfully submitted,
Roger Chantel

Please investigate this on-going matter and report your findings to the ACC.

End of Complaint

Utilities' Response:

Investigator's Comments and Disposition:

Pending

End of Comments

Date Completed:

Complaint No. 2008 - 71811

EXHIBIT B

COMMISSIONERS
MIKE GLEASON - Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
KRISTIN K MAYES
GARY PIERCE

BRIAN C. MONEIL
Executive Director

ARIZONA CORPORATION COMMISSION

November 5, 2008

Mr. Roger Chantel
10001 E. Hwy. 66
Kingman, AZ 86401

RE: Informal Complaint No 2008-71811

Dear Mr. Chantel:

The Arizona Corporation Commission ("Commission") has reviewed your informal complaint, filed September 30, 2008. After receiving your call, Staff of the Commission's Utilities Division ("Staff") contacted Mohave Electric Cooperative ("MEC" or "Company") to begin its investigation. Having heard from both sides in this dispute, Staff has arrived at the following operative facts:

At some time prior to September 12, 2008, you began the construction of some type of structure on your property. The structure was being erected in the area directly beneath the lines used by MEC to provide electrical service to your house. MEC states that the area occupied by the structure falls within MEC's utility easement, limiting MEC's access to the line. The construction came to the attention of Mohave County Planning and Zoning ("MCPZ"). Because the construction constituted a public safety hazard, MCPZ issued Stop Work Orders and advised you that your electric service could be disconnected if the structure were completed. You met with representatives of both MCPZ and MEC, and the issue was discussed. At some point thereafter, construction was completed.

On September 12, 2008, MCPZ issued a letter to MEC ordering the Company to immediately de-energize the line being used to provide service to your property. MEC contacted Staff, and Staff recommended that MEC make an effort to contact you personally prior to de-energizing the line. Because the line was also being used to serve a railroad signal, de-energizing it would result in cutting power to the signal, an obviously unacceptable situation. It was therefore necessary for MEC to re-route the line to avoid your property and continue to serve the signal. MEC did so, at a cost of approximately \$12,000.00. Construction was completed on the re-routed line on September 16, 2008. MEC then spoke with Mrs. Chantel at your residence, and the line serving your residence was then de-energized on that same day.

Page 2

On October 21, 2008, MEC sent you a bill for the cost of re-routing service around your property. Although you have paid your monthly electric service bill, you have not paid MEC the re-routing charges, and MEC has refused to reinstate your service.

In your complaint, you have asked Staff to review several issues. Staff hereby provides its findings:

The primary relief you have requested is that the Commission order MEC to reinstate your electric service. Unfortunately, the Commission can not do that. The property that is the subject of this dispute is located within Mohave County. As a political subdivision of the State of Arizona, Mohave County has jurisdiction over public health and safety issues within the County. If an agency of Mohave County has interpreted Mohave County's own statutes and determined that the structure on your property constitutes a danger to the health and/or safety of the public within Mohave County, then the County has authority to take action to remedy such situations. Because MEC provides service within the County, MEC is subject to the authority of the County. MEC has no choice but to follow the lawful orders of MCPZ. Since the reason MCPZ ordered MEC to de-energize the power lines to your home resulted from the County's interpretation and enforcement of its own statutes, the Commission is without authority to order MEC to take any action contradictory to what MCPZ has directed them to do. Therefore, the Commission can not order MEC to reinstate your electric service under these conditions.

At some point, the structure at issue was labeled "art work", but frankly, the label does nothing to change the nature of the dispute. If Mohave County has found that the "art work" on your property compromises the safety of the Mohave County public, the County has the authority to take action in the public's interest.

Although A.A.C. R14-2-206(C)(2) provides additional authority for MEC to have disconnected your service in the instant circumstances, MEC did not rely on that rule in this matter. The instant dispute resulted entirely from the findings made by Mohave County. In any case, it appears that your dispute over the structure is between yourself and Mohave County. Only Mohave County has the authority to grant you the relief you have requested. The Commission is not the proper forum in which to resolve this dispute.

Also at issue in your complaint is the manner in which service was terminated. The Commission does have procedures in place governing the disconnection of service. Specifically, A.A.C. R14-2-211(C) authorizes a utility to terminate service subject to the notification requirements of R14-2-211(D).

Mohave County has stated that during the previously-mentioned meeting which took place between you, Mohave County, and MEC, you were advised that if you did not remove the structure from your property, your electric service could be terminated. Once the County ordered MEC to de-energize the line, the actual termination work took a period of four days to complete. During that time, you were aware of the nature of the

Page 3

activity. Mrs. Chantel was provided with formal notice of the disconnection on the final day of the project. Given that you were formally told disconnection would result from a failure to cease construction, it can not be argued that you did not have the notice called for in the rule.

Further, R14-2-211(B) allows termination *without* notice due to the existence of an obvious hazard to the public safety or health of the general public. Mohave County found such a safety hazard. Clearly the dispute in this matter results from Mohave County's findings and again, the Commission is not the proper forum in which to dispute those findings.

It is important to note that pursuant to A.A.C. R14-2-211(B)(2), once service has been terminated, the utility is not required to restore service until the conditions which resulted in disconnection have been corrected. As it applies to your dispute here, until Mohave County finds that the safety issue has been resolved, MEC is not required to restore your service. In addition, you have raised the issue as to whether or not MEC has the proper easements required to service your property. R14-2-206(C) provides that a failure of the customer to grant the easements necessary to provide service may constitute grounds for a utility's refusal to provide service. If it is your assertion that MEC does not have the proper easements, that issue should be resolved within any discussion of restoration of service.

You have raised the issue as to whether service might be restored to your residence using the newly-constructed line currently being used to circumvent your property and provide service to a railroad signal crossing. Unfortunately, such an arrangement is not possible. The line in question is being used merely as a backup line and has not been built according to the specification required for primary residential service. Providing service using the new line would in itself constitute a safety issue, and the utility is prohibited from doing so.

As an additional concern, you have raised the issue of medical treatment for sleep apnea. However, as R14-2-211 makes clear, the utility is only prevented from termination of service in cases where the customer has a medical need coupled with an inability to pay. The termination of service to your property did not result from an inability to pay. In your case, termination resulted from a refusal to abide by County ordinance and Commission rules. While the Commission is certainly sympathetic to your needs, MEC's decision to terminate your service appears to conform to Commission rules and procedures, and the Staff finds that no action is warranted.

Additionally, you have questioned the authority of the utility to charge you for construction costs associated with the re-routing of your service line. However, such charges are fully within MEC's authority. R14-2-206(C)(2), mentioned previously, mandates that any utility encountering the safety issues at issue here take the steps necessary to eliminate the safety issue and authorizes the utility to do so at the customer's expense. MEC is clearly acting within its authority.

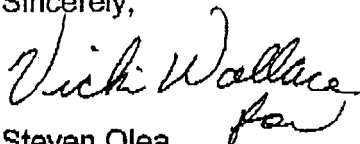
Page 4

Two final issues you have raised are the distance between utility poles and the resulting amount of line sag that results. MEC places its poles based upon issues of clearance from ground to wire and from pole to pole. These standards are dictated by professional code. According to MEC, the lines in question were built within code specifications in 1949 and remain within tolerances today. Based upon this limited inquiry, the Staff does not believe that MEC's lines are out of compliance with any of the Commission's mandates.

Based upon these facts and circumstances, Staff does not believe that MEC is in violation of Commission rules or procedures, and this informal complaint will be dismissed and closed.

If you have further questions regarding this matter, you may contact Vicki Wallace at 602-542-0818 or Connie Walczak at 602-542-0291.

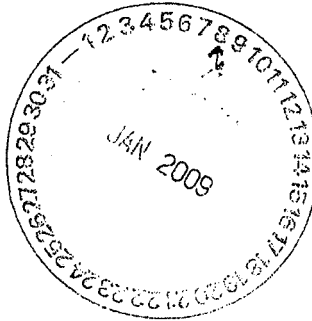
Sincerely,

A handwritten signature in cursive script that reads "Vicki Wallace".

Steven Olea,
Assistant Director
Utilities Division

Cc: rogerchantel@frontiernet.net (letter also sent via e-mail at customer request)

EXHIBIT C



FILED

BY: _____

2009 JAN -6 PM 2:18

VIRLYNN TINNELL
SUPERIOR COURT CLERK

Superior Court Of Mohave County

Roger and Darlene Chantel

Petitioners,

vs.

Mohave Electric Cooperative, Inc.

Respondent

Case No.: CV2009-0058

Petition for
WRIT OF MANDAMUS

The Petitioners bring this matter to the Superior Court of Mohave County because they have exhausted all other avenues and authorities that may have jurisdiction over the subject matter. Petitioners have no knowledge or background in law. Petitioners respectfully request this Court to view this petition in a manner that will most efficiently accomplish Petitioners' stated objectives; whether that be mandamus or otherwise.

PRESENTATION OF SUPPORT FOR WRIT OF MANDAMUS

The Petition for Writ of Mandamus is to compel Mohave Electric Cooperative, Inc., Respondent (hereby referred to as MEC) to reinstate Petitioners' electricity to their place of residence. Petitioners informed MEC that they were trespassing and transmitting electricity over the Petitioners' property without their permission. Petitioners informed MEC that their lines had excessive distance between their poles and that the large sag was causing the poles to bend and that the Petitioners feared that this unsafe condition could cause loss of life and/or undetermined amounts of damage. MEC's response was that these lines were installed to code in 1949. Petitioners informed MEC

1 that MEC did not have a recorded right-of-way easement across
2 Petitioners' property. MEC would not acknowledge the fact that their
3 lines that existed over the Petitioners' property were unsafe. MEC
4 would not acknowledge the fact that they did not have a recorded
5 right-of-way easement over the Petitioners' property. MEC would not
6 acknowledge that they were trespassing on Petitioners' property.
7 Petitioners felt that they had to do something to protect their lives
8 and property. Petitioners designed a functional concrete art works
9 that they felt would protect them and their property if the electrical
10 power lines were to fail and the lines would break while they still
11 had electricity in them.

12
13 **PETITIONERS DENIED DUE PROSSES OF LAW**

14 MEC claimed that Petitioners' art work (known as the CAVE) was a
15 safety hazard. MEC contacted the Mohave County Safety Director Darrell
16 Riedel and informed him that the Petitioners were building a structure
17 under their power lines. Darrell Riedel determined that the
18 Petitioners' art work was a structure and issued a stop work order
19 until Petitioners submitted a building permit application. Petitioners
20 submitted a building permit application. Darrell Riedel and a
21 representative of MEC met with each other in Petitioners' drive way
22 and discussed what they were going to do. Petitioners were not
23 included in said discussion. MEC and Darrell Riedel informed
24 Petitioner, Roger Chantel, that they felt the art work was in
25 violation of safety codes. Petitioner asked which codes were being
26 violated. Petitioner believes that the MEC representative said it was
27 in violation of Arizona Blue Stake rules. Petitioner asked which one,
28 the MEC representative replied the one that says your building is too
29 close to our power lines. Petitioner informed Darrell Riedel that the
30 only unsafe condition that he saw was is the large sag in the lines
31 and the bending in the poles that may fall at any time. Petitioner
32 informed them that the so called building is a functional art work

1 that is designed to protect Petitioners from MEC's creation and
2 placement of unsafe electrical conditions on Petitioners' property.
3 Petitioner informed MEC and Darrell Riedel that this was the only
4 thing Petitioners could do in the present situation. It seems that MEC
5 and Darrell Riedel met together with the intention to do Petitioners
6 harm by turning off Petitioners' electricity without giving reasonable
7 notice of their action. Petitioners did not receive any written notice
8 that Darrell Riedel was going to issue an order to MEC to have the
9 electricity turned off to the Petitioners' residence, because Darrell
10 Riedel claimed there was some kind of safety violation that existed
11 over Petitioners' art work that was constructed for Petitioners'
12 safety. MEC constructed an electrical transmission line around
13 Petitioners' property on the Highway 66 right-of-way to service the
14 railroad. At about 4:00 PM in the evening a field person came to the
15 door and informed Petitioner, Darlene Chantel, that they were turning
16 off the electricity to Petitioners' residence. Two or three days
17 later Petitioners received a letter from MEC telling them that they
18 were turning off Petitioners' electricity because Petitioners' art
19 work was in violation of clearance requirements of the National
20 Electrical Safety Code. MEC did not state what National Electrical
21 Safety Code Petitioners' art work was in violation of. MEC did make
22 reference to some kind of table, but not a specific code number.
23 Petitioners asked the Arizona Corporation Commission to send a copy of
24 the National Electrical Safety Codes that would apply. Petitioners
25 have not yet received a copy of said codes. The research Petitioners
26 have done indicated that the line clearance for a 700 volt line is 5
27 feet over a building. Petitioners' measurements show that the lines
28 over the art work are far above the National Electrical Safety Codes
29 required distance.

30 Petitioners have informed MEC that Petitioner, Roger Chantel, has
31 a medical condition known as Sleep Apnea and that Petitioner needs
32 full time electricity to run his C-Pap machine to maintain his health.

1 R14-2-211 clearly requires utility companies to give special
2 considerations to people with medical disabilities. One of the
3 considerations would be to give reasonable written notice before
4 disconnecting a customer's electrical service. MEC informed
5 Petitioners that they would not reconnect electricity to Petitioners'
6 residence until Petitioners paid them \$12,135.09 plus other cost that
7 may occur. MEC did not discuss with Petitioners any other
8 alternatives that could have been taken. One alternative would have
9 been to place a pole in the center of the large unsafe span of approx.
10 694 feet pole to pole distance, which would have brought MEC's lines
11 into compliance with today's standards by lifting these sagging lines
12 up to a distance above Petitioners' art work that would bring it into
13 compliance with today's National Electrical Safety Codes. Another
14 solution would have been to disconnect the electricity line over
15 Petitioners' art work only and maintain service to Petitioners'
16 residence. MEC chose to disconnect the electricity over the entire
17 span of Petitioners' property with the intent to do harm to
18 Petitioners. Petitioners requested a copy of the written order that
19 Mohave County Building and Safety Director Darrell Riedel claimed he
20 issued to MEC to have Petitioners' electricity turned off. A copy of
21 said order was not supplied to Petitioners. Petitioners believe that
22 if no official order was issued, then Darrell Riedel and
23 representatives of MEC conspired with one another to do harm to the
24 Petitioners. Petitioners informed Matt Smith, Mohave County Attorney,
25 of these actions and have not been informed as to any investigation.
26 Petitioners believe that some Mohave County employees are conducting
27 hate crimes and county employees are conspiring with businesses in
28 these hate crimes against citizens.

29
30 **LEGAL GROUNDS FOR ISSUANCE OF WRIT OF MANDAMUS**
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32

1 Petitioners petition the Court for an order that MEC reinstate
2 Petitioners' electricity to their place of residence based on the
3 following legal theories and authorities.

- 4 1. Petitioners were not properly noticed
- 5 2. Petitioners were denied Due Process of Law
- 6 3. MEC misused their licensing authority
- 7 4. MEC is trespassing on Petitioners' property
- 8 5. MEC enlisted public offices to support their actions
- 9 6. MEC's actions are life threatening to one of the Petitioners
- 10 7. MEC is using their authority to extort money from Petitioners

11 It states in the Preamble of the Constitution of the United States,
12 "We the people of the United States, in order to form a more perfect
13 union, establish justice, insure domestic tranquility, provide for the
14 common defense, promote the general welfare, and secure the blessing
15 of liberty to ourselves and our posterity, do ordain and establish
16 this constitution for the United States of America." The citizens and
17 the soldiers of the United States of American have preserved the
18 rights and values listed in the "Magna Carta, Declaration of Rights",
19 "Declaration of Independence", "Articles of Confederation" and the
20 Constitution of the United States. The abandonment by authorities
21 concerning the principals and values of individuals' rights mentioned
22 in the above documents, bring alarming concerns to the general
23 citizens. Citizens may have to secure his or her own rights that exist
24 in the founding document known as the Magna Carta and all of the other
25 documents listed above. Petitioners have no intent to supersede local
26 jurisdiction. The Petitioners' actions were for the protection and
27 preservation of their property and their lives.

28 Whether a citizen has the right to take action to protect his
29 life and property is just one of the issues in this Writ of Mandamus.
30 It clearly states in founding documents, and especially in the Magna
31 Carta, that citizens can take actions if authorities fail to protect
32 citizens' lives and their property.

1 The Petitioners petition the Court to issue a Writ of Mandamus
2 granting Petitioners the right to Due Process of Law and their right
3 to own and protect their property and preserve their lives. The
4 Petitioners further petition the Court for an order to MEC to
5 reinstate Petitioners' electricity to their place of residence for the
6 purpose of persevering Petitioner's health and possibly his life.
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9

10 Dated this 6th day of January, 2009

11 Respectfully submitted,

12 *Roger Chantel*
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15 Roger Chantel
In Pro Per

16 *Darlene Chantel*
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18 Darlene Chantel
In Pro Per
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